



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **MP-6**
19.042

May 19, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES RIVER - PARCELS 8 AND 9
FIRST AMENDMENT TO LEASE AGREEMENT NO. 04-20LSE
CITY OF LONG BEACH
SUPERVISORIAL DISTRICT 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the enclosed First Amendment to Lease Agreement No. 04-20Lse between the Los Angeles County Flood Control District and Zofia Dzikowski and Ted Stefan Dzikowski (Tenants), to extend the original Lease term to 20 years, over and on the Los Angeles River, Parcels 8 and 9, located along the easterly side of the Los Angeles River, at Long Beach Boulevard, in the City of Long Beach.
3. Instruct the Chair to sign the enclosed First Amendment to Lease Agreement No. 04-20Lse and authorize delivery to the Tenant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 13, 1990, Synopsis 32, your Board approved Lease Agreement No. 64155 with Zofia Dzikowski and Ted Stefan Dzikowski for the purpose of vehicular ingress and egress and the operation and maintenance of 33 mobile homes. Lease Agreement No. 64155 expired May 31, 2004, and was replaced by Lease Agreement No. 04-20Lse for a one-year period to allow additional time to negotiate the Lease terms.

This action will allow the District to amend Lease Agreement No. 04-20Lse to extend the term for an additional 20 years, with a reappraisal at the end of the 10th year, and add language to preserve the District's rights for flood control, watershed management, and water conservation purposes.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Fiscal Responsibility. The revenue from this Lease will be used for flood control purposes and will enhance future revenues through assessment and taxation.

FISCAL IMPACT/FINANCING

The first month's rent is \$3,000 and has been paid and deposited into the Flood Control District Fund. The rent shall be adjusted annually based on the Consumer Price Index for All Urban Consumers, with a reappraisal after the 10th year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed this First Amendment to Lease Agreement No. 04-20Lse as to form.

ENVIRONMENTAL DOCUMENTATION

Lease Agreement No. 64155 was found by your Board to be categorically exempt as specified in Class 4(j) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board. This First Amendment to Lease Agreement No. 04-20Lse is also deemed to be within the same categorical exemption and as specified in Section 15304 of State CEQA Statutes and Guidelines.

The Honorable Board of Supervisors
May 19, 2005
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

This action is in the District's best interest. Enclosed are three originals of the First Amendment to Lease Agreement No. 04-20Lse. Please have all originals signed by the Chair and acknowledged by the Executive Officer of the Board. Please return two executed originals to this office, retaining one original for your files. One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

MQ:adg
P6\LEASE AGRMT 04-20LSE

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

Lease Agreement No. 04-20Lse
Los Angeles River
Parcels 8 and 9
19-RW 49.3 & 50
Fourth District
Thomas Guide grid/page 765-C2

**FIRST AMENDMENT TO LEASE AGREEMENT NO. 04-20LSE
BY AND BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
ZOFIA DZIKOWSKI AND TED STEFAN DZIKOWSKI**

The First Amendment to Lease Agreement No. 04-20Lse is made and entered into this _____ day of _____, 2005, by and between LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "LANDLORD", and ZOFIA DZIKOWSKI, one-half interest, AND TED STEFAN DZIKOWSKI, a single man, one-half interest, hereinafter referred to as "TENANT".

RECITAL

WHEREAS, TENANT used LANDLORD's property under Lease Agreement No. 64155 which expired May 31, 2004; and

WHEREAS, on June 1, 2004, LANDLORD and TENANT entered into Lease Agreement No. 04-20Lse (hereinafter referred to as "Lease Agreement") for TENANT's continued use of LANDLORD's property as described in Exhibit "A", as attached hereto, for vehicular ingress and egress and the maintenance and operation of a mobile home park for a one-year-period; and

WHEREAS, it is mutually beneficial to both the LANDLORD and TENANT to amend the term and certain other provisions of the Lease Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, LANDLORD AND TENANT hereby covenant and agree to amend the Lease Agreement as follows:

1. Section 3. TERM, of the Lease Agreement is replaced in its entirety as follows:

The term of the Lease Agreement shall be for a period of twenty (20) years commencing June 1, 2005, and ending May 31, 2025.

2. Section 4A. MONTHLY RENT, is replaced in its entirety as follows:

Commencing June 1, 2005, (June 1 shall hereinafter be referred to as Anniversary Date) the monthly rent for the first year shall be \$3,000 per month of which the Tenant has prepaid the first month's rent. Rent is due on the first day of each month, payable to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, c/o of County of Los Angeles Department of Public Works, P.O. Box 1460, Alhambra, CA 91802, Attention Fiscal Division.

Except for the year affected by the reappraisal as specified below, every year this Lease Agreement is in full force and effect, rent for the current twelve (12) month period (Current Rent) shall be adjusted based on changes in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County, California region, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the amount of rent for the upcoming 12 month (New Rent).

The New Rent shall be calculated by multiplying the then Current Rent by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date (Current Index) and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date (Previous Index). The formula for calculation is shown below:

Current Rent x [Current Index/Previous Index] = New Rent

If the described Index is no longer published and a substitute Index is adopted by the Bureau of Labor Statistics, then TENANT and LANDLORD shall accept such substituted index for future rent calculations. If no such government index is offered as a replacement, the LANDLORD and TENANT shall mutually select a percentage for calculating future annual adjustments.

The New Rent shall never be an amount less than \$3,000.

At the beginning of the 11th year, rent due under this Lease Agreement shall be based upon a reappraisal to be conducted by LANDLORD at no cost to TENANT. Notwithstanding the reappraisal, the New Rent shall never be an amount less than \$3,000.

TENANT's continued occupancy of the Leased Premises on and after the effective date of the rental adjustment shall constitute TENANT's agreement to remain in possession subject to New Rent.

3. Section 29. FLOOD CONTROL, WATERSHED MANAGEMENT, AND WATER CONSERVATION PRIORITY, as stipulated below, is hereby added to the Lease Agreement:

Use of the Leased Premises by TENANT for those purposes so stated in Section 2 of Lease Agreement herein shall be subordinate to LANDLORD's use thereof for present and future flood control, watershed management, and/or water conservation purposes as determined by the LANDLORD and shall not interfere or conflict with LANDLORD's use.

Priority of Leased Premises

- (1) It is understood by the parties hereto that since construction projects of LANDLORD and others authorized by LANDLORD may be carried on within the Leased Premises, TENANT, its officers, agents, employees and its contractors, permittees, licensees, and their employees shall not unreasonably hinder or delay any of them or their actions.
- (2) LANDLORD may, when necessary, request TENANT in writing to make required modifications, additions, relocation or removal of TENANT's improvements due to LANDLORD's work for flood control, watershed management, and/or water conservation purposes, when in the sole discretion of LANDLORD, such work cannot be accommodated practically or economically with TENANT's existing improvements. TENANT shall be obligated to make such modifications, additions, relocation or removal upon its receipt of notice thereof, shall perform such obligations at its expense and shall complete them prior to commencement of LANDLORD's work.
 - a. Should TENANT fail to make said modifications, additions, relocation or removal within one hundred twenty (120) days from receipt of notice from LANDLORD, LANDLORD may perform the required work itself or engage an independent contractor and charge TENANT for any and all expenses incurred.
 - b. TENANT shall reimburse LANDLORD for any and all costs LANDLORD incurred in making said modifications, additions, relocation or removal together with interest calculated in conformance with Section 4.B of Lease Agreement until such payment is received in full by LANDLORD.

4. Section 15. ASSIGNMENT AND SUBLEASING, is replaced in its entirety as follows:

Lease Agreement cannot be assigned nor can any portion of the Leased Premises be subleased.

5. Section 22. HAZARDOUS SUBSTANCES, is amended to include the following:

F. Survival

The provisions, warranties and representations set forth in this Section shall survive the termination of this Lease Agreement without limiting the survival of any other provisions of this Lease Agreement.

6. If in the interpretation or implementation of this First Amendment to Lease Agreement No. 04-20Lse, a conflict arises between any provision of this First Amendment and the provision of Lease Agreement No. 04-20Lse, the provision of this First Amendment shall control.

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this instrument to be subscribed by the Chair of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer, and the TENANT, by its duly authorized representatives, have caused this instrument to be executed on the day, month, and year first above written.

LANDLORD
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

Deputy

(LACFCD SEAL)

TENANT
ZOFIA DZIKOWSKI AND
TED STEFAN DZIKOWSKI

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Signature Date

Name

By _____
Deputy

By _____
Signature Date

Name

MQ:mr
6:\seagmt04

EXHIBIT A

File with: LOS ANGELES RIVER 8

Affects: Parcel 9

19-RW 49.3 & 50

A.P.N. 7126-008-902 (portion)

T.G. 765(C2)

I.M. 054-217

S.D. 4

M9322149

LEGAL DESCRIPTION

That portion of that part of the 299.27 acre parcel of land allotted to Guadalupe M. Dominguez and that portion of that part of the 348 acre parcel of land allotted to Maria de Los Reyes Dominguez, both of the River Tract as shown on map of partition of a part of the Rancho San Pedro, filed in Case No. 3284 of the Superior Court of the State of California, in and for the County of Los Angeles, a copy of said map is filed as Clerk's Filed Map No. 145, pages 1 to 4, inclusive, in the office of the Director of the Department of Public Works of said County, described as PARCEL C and PARCEL D, both in deed to the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, recorded in Book 52722, page 410, of Official Records, in the office of the Recorder of said County, within the following described boundaries:

Beginning at the intersection of the southeasterly line of said PARCEL C with the northeasterly line of Long Beach Boulevard, 80 feet wide, as shown on County Surveyor's Map No. 7681, Sheet 1, on file in the office of said Director; thence North 14°05'01" West along said northeasterly line, a distance of 69.29 feet; thence North 32°49'09" East 108.84 feet; thence North 34°37'31" East 85.38 feet; thence North 30°30'14" East 624.57 feet; thence North 26°54'25" East 256.46 feet; thence South 59°24'16" East 31.24 feet to the southeasterly line of said PARCEL D; thence southwesterly along said southeasterly lines of said PARCEL D and PARCEL C to the point of beginning.

Containing: 42,136 ± square feet.

[illegible]

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.


Signature

Mae Guan
(Name, typed or printed)



NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.


Signature

Moe Quan
(Name, typed or printed)



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 20 _____, the facsimile signature of _____, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS,
Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)